

1 **CHARTER SCHOOL CONTRACT BETWEEN**  
2 **THE HORTONVILLE AREA SCHOOL DISTRICT AND THE FOX WEST ACADEMY**

3  
4 **THIS AGREEMENT** is made by and between the Board of Education of the Hortonville Area School  
5 District (“HASD”), 246 North Olk Street, P.O. Box 70, WI 54944 and the Fox West Academy  
6 Governance Council (“FWA”), 220 Warner Street, Hortonville, Wisconsin, 54944. **WHEREAS**, the  
7 Board of Education is authorized pursuant to Wisconsin Statute 118.40(2m)(a), to contract with an  
8 individual or group to operate a school as a charter school; and,

9 **WHEREAS**, the Board of Education wishes to grant to FWA a charter to operate as a charter  
10 school pursuant to Wisconsin Statute §118.40(2m)(a),

11 **NOW, THEREFORE**, the parties agree as follows:

12 **1. Definitions.**

13 When used in this Agreement, the following definitions shall apply: See Examples a. & b.

- 14 a. “Host School”: means a public school in the HASD that allows FWA to use its  
15 classrooms and other educational facilities for the purposes of educating FWA’s students.  
16 b. “Partner School”: means a public or private school with which FWA students participate  
17 in co-curricular activities and student events.

18  
19 **2. Establishment.** The person seeking to establish the Charter School is the FWA Governance  
20 Council.

21  
22 **3. Administrative Services.** At its sole cost and expense, HASD will provide administrative  
23 services to support all School District employees and all enrolled pupils at FWA in the same  
24 manner as other HASD schools, including but not limited to: purchasing, accounts payable,  
25 accounting, bookkeeping, risk management, auditing, cash management, payroll, benefits  
26 administration, pupil services, recordkeeping, reporting and other compliance monitoring and  
27 fulfillment, building and grounds maintenance, and testing of students. To the extent that  
28 HASD requires information maintained only by FWA to complete the reporting and  
29 compliance monitoring requirements hereunder, HASD will, no later than June 15 prior to the  
30 start of any school year, provide FWA with a list of all information required and FWA will  
31 provide full and accurate responses no later than September 1. HASD will at all times remain  
32 the sole employer of all personnel engaged in providing administrative services. All services set  
33 forth/outlined not in the budget will be provided by the HASD in a like manner as provided to  
34 the other schools.

35  
36 **4. Instrumentality.** FWA will be an instrumentality of the HASD.  
37  
38

39

40 **5. Educational Program. A description of the educational program of the school and**  
41 **methods used to enable pupils to attain the educational goals under Wis. Stat. § 118.01.**

42 FWA currently enrolls students in grades 6-8. FWA, in partnership with its community, will  
43 provide project based learning opportunities that strengthen each individual learner's unique  
44 learning styles, intelligences, and interests. The educational program of FWA will consist of  
45 these main features:

46 a. The following elements are central to the vision and mission of the FWA: Integrated  
47 curriculum and project based learning; gradual shift of responsibility from teacher-  
48 directed to student-selected projects and application of concepts; goal setting and  
49 project management skills; differentiation and individualized learning; problem-solving  
50 skill development and collaborative learning; development of communication,  
51 interpersonal, and leadership skills; partnerships with area community members,  
52 businesses, and service organizations; effective utilization of a variety of technologies  
53 for communication and use as learning

54 b. Project based learning is foundational to the school's curriculum. Individualized  
55 projects that are teacher guided accommodate students' unique learning styles, needs,  
56 and interests. They provide students with choice, allow them to draw upon their  
57 strengths, apply knowledge and skills acquired through direct instruction. Central to the  
58 project based curriculum will be a problem solving framework that will guide students  
59 through the process from start to finish.

60 c. The core content areas of reading, language, math, science, and social studies will serve  
61 as a vehicle for students to attain the identified learning outcomes. In addition to the  
62 core content areas, students will be provided learning opportunities in exploratories –  
63 art, music, physical education, health, and world languages. 21<sup>st</sup> century skills and  
64 literacy will be emphasized and integrated throughout the content areas. Science,  
65 technology, the principles of engineering, and math (STEM) will be one focus of the  
66 school's integrated curriculum. This integrated approach to content learning has  
67 numerous benefits such as facilitating the development of process skills, engaging  
68 learners and increasing rigor and relevance.

69 d. Student use of technology will be standard practice for the purpose of researching and  
70 gathering information, managing data, completing assignment/projects, and sharing and  
71 presenting findings. Daily access to technology will help us become resource flexible.  
72 This emphasis on technology will require instruction in topics surrounding digital/media  
73 literacy.

74 e. Leadership development will also be a central aspect supported through advisory groups  
75 and instructional lessons covering Sean Covey's 7 Habits of Highly Effective Teens.  
76 Opportunities to apply learned skills and habits through presentation nights and projects  
77 are valued and a priority.

78 f. Students will be provided with opportunities to learn beyond the walls of the classroom  
79 through field experiences.

80

81 **6. Methods of Measuring Student Progress.** FWA shall use the following local measures,  
82 assessments and standardized tests to measure pupil progress. Staff meets regularly during the  
83 school year to retrieve and analyze data. This information is used to develop school  
84 improvement action plans based on goals.

85 a. FWA shall achieve a percentage of pupils enrolled in FWA scoring proficient or  
86 advanced on State Assessments in the area of reading and mathematics that is  
87 comparable to the district averages for the corresponding subjects of same-age  
88 peers.

89 b. FWA shall achieve a percentage of pupils enrolled in FWA scoring proficient or  
90 advanced on District Assessments in the area of reading and mathematics that is  
91 comparable to the district averages for the corresponding subjects of same-age  
92 peers.

93

94 **7. Governance Structure.**

95 a. Governance Council. A Governance Council consisting of staff, parents, and  
96 community members will govern the school (the “FWA Governance Council”). The  
97 FWA Governance Council shall oversee the operational, financial, educational, and  
98 collaborative aspects of the Charter School for the purpose of supporting the mission of  
99 FWA.

100 b. Teacher Team. Daily administration of FWA will be the responsibility of the FWA staff  
101 working in a collaborative team approach with the FWA Principal. The teacher team  
102 will coordinate and oversee the daily operation of the school and will work closely with  
103 the FWA Governance Council to ensure that the educational goals of the school are  
104 met. Communications from HASD needed for procedural purposes will go to the FWA  
105 team of teachers, as well as the FWA Principal. The FWA team of teachers will  
106 designate a Lead Teacher to serve on the Building Leadership Team of the Host School.

107 c. Principal. A principal will be assigned to FWA by HASD. The FWA principal will  
108 demonstrate an interest and a commitment to the students as well as the mission and  
109 vision of the school. The FWA principal will be appropriately licensed.

110 d. Governance Council Constitution. Other than issues specifically addressed in this  
111 agreement regarding the FWA Governance Council, the size, method of appointment  
112 and constitution of the FWA Governance Council will be as stipulated in the FWA  
113 Governance Council’s by-laws. Total membership of the FWA Governance Council  
114 shall be comprised of fewer than 50% HASD employees. FWA School administrators  
115 and HASD Board of Education members will not serve on the FWA Governance  
116 Council.

117 e. Officers. Election of officers is detailed in the by-laws of the FWA Governance  
118 Council.

119 f. Meetings. The FWA Governance Council will hold a minimum of 8 meetings  
120 throughout the year, with one being an annual meeting. A quorum, consisting of a  
121 majority of the Voting Members of the FWA Governance Council must be present  
122 before business can be transacted. A majority vote of the Voting Members then serving  
123 is sufficient for any action, including election of Council Officers. Meetings are open to

124 all staff, parents, students, and community members and participation on standing  
125 committees is encouraged.

126 g. Program Evaluation

127 FWA will regularly assess its practices and procedures to ensure its program of  
128 services is dynamic, developing, and of value to the students it serves.  
129 Continued improvement and innovations are central to implementing charter  
130 schools that provide meaningful educational options for students who are living  
131 in a rapidly changing society. Student progress will be assessed both formally  
132 and informally; achievement data collected will be collected and analyzed to  
133 help identify and guide program improvement plans. The FWA Governance  
134 Council will approve building budget plans in accordance with determined  
135 program development needs. Additional funds will be sought by the FWA  
136 Governance Council to sustain training and materials supporting improvement  
137 and innovation through grants, donations, and fundraising.  
138

139 h. Annual Report. FWA will produce an Annual Report for the Governance Council and  
140 will make this document available to the Board of Education and community upon  
141 request. The Annual Report will include:

- 142 (1) State testing results
  - 143 (2) Local measures testing results
  - 144 (3) Enrollment data
  - 145 (4) Attendance data
  - 146 (5) Student academic progress
  - 147 (6) Financial report
- 148

149 **8. Parental and Community Involvement.**

150 Parents/guardians will have several opportunities to be involved in the FWA.

151 a. Parent and community involvement is an essential component of FWA. Opportunities  
152 for involvement in FWA include representation on the Governance Council, committee  
153 involvement, special activities, and volunteer opportunities to help in the classroom.

154 b. Parents will receive mid-quarter and quarterly reports on student progress at FWA.  
155 Parent-teacher conferences will be held according to district schedules. Additional  
156 parent teacher conferences, electronic mail, print correspondence, and telephone  
157 contacts will be used on an individual basis to communicate student progress when the  
158 parents, or teachers, feel it is appropriate.

159 c. Students from the 6<sup>th</sup> through 8<sup>th</sup> grades will: have email accounts assigned by FWA; be  
160 able to post podcasts and webcasts, create blogs, and fully utilize available technology  
161 under the supervision and website administration of FWA teachers. Further, FWA will  
162 be considered a separate entity for the implementation of, and student access to,  
163 programs such as, but not limited to: Edmodo, Google Docs, apps, sites, and programs.

164

165 **9. Faculty Qualifications.**

166 a. Describe qualifications: Individuals who have a desire to teach at FWA will be teachers  
167 who are appropriately licensed. The positions will be posted to indicate that candidates  
168 should demonstrate an interest and a commitment to the unique mission and vision of  
169 the school. Applicants should also have knowledge or a desire to acquire knowledge in  
170 project based learning.

171 b. Teachers who work at FWA will be employees of the Hortonville Area School District  
172 and will be entitled to all rights and privileges afforded other teachers in the district.  
173 Salary and benefits will be structured according to the Teacher Handbook as established  
174 by the HASD Board of Education.

175 c. When charter school vacancies or additional staffing needs occur, the FWA Governance  
176 Council will collaborate with HASD to assist with the hiring process. The FWA  
177 Governance Council will designate a representative to serve on the interviewing team  
178 that helps make final recommendations to the District Administrator of the  
179 Board. Office of the District Administrator or HASD will verify an applicant's  
180 credentials and background prior to hiring. Staff evaluations will be conducted by the  
181 District administrators. In addition to the administrative evaluations other staff  
182 assessments may be utilized such My Learning Plan.

183

184 **10. Student Health and Safety.** All state and local health and safety regulations and building code  
185 standards will be followed at all HASD locations at which FWA may be located. In addition,  
186 the health and safety policies applicable to all other non-charter schools in the HASD shall  
187 apply equally to FWA.

188

189 **11. Recruitment and Means of Achieving Racial/Ethnic Balance**

190 a. FWA prohibits discrimination and will not discriminate on the basis of age, handicap,  
191 marital or parental status, national origin pregnancy, race, religion, sex, or sexual  
192 orientation or any other classification protected by law. FWA official non-  
193 discrimination policy will be applied in all operations. Access to FWA will also not be  
194 restricted or enhanced by the following: family income, academic performance, English  
195 language proficiency, or athletic ability. Equal access will be provided to all students.

196 b. FWA will monitor the demographic make-up of the student population. If specific  
197 groups are under-represented, outreach efforts will be further customized to raise  
198 awareness and generate interest.

199

200 **12. Admission Requirements.**

201 a. FWA is open to all students of the HASD as well as students applying through the  
202 Wisconsin Inter-District Open Enrollment process.

203 b. Any student wishing to attend FWA may make application according to timelines  
204 published. Applications will be available on the FWA website or by request at the

205 Hortonville Area School District middle schools, and Hortonville Area School District  
206 Office. A parent/guardian is encouraged to attend one informational meeting or visit  
207 FWA in order to assure understanding of the nature and work of the school. Acceptance  
208 of an application is not affected by failure to attend this informational meeting.

209 c. If the number of applicants exceeds available positions, a lottery will be employed. The  
210 names of students on the waiting list will be recorded in the order in which they were  
211 drawn. The waiting list does not roll over from year to year. Application procedures  
212 and lottery explanations shall be posted on the FWA's website once applications are  
213 made available.

214 d. Exemptions from the lottery shall be granted to students currently attending FWA,  
215 siblings of students currently attending FWA, and children of the founding members of  
216 FWA. Founding members include staff, FWA Governance Council members, and  
217 Committee Chairpersons involved in the planning phase and first year of the original  
218 charter contract.

219 e. Students may enroll and attend FWA at any point during the school year as space  
220 permits in accordance with these guidelines and procedures.

221

222 **13. Budget Responsibilities of HASD and the Charter School.**

223 a. Equal Funding: As an instrumentality, the HASD will be responsible for salaries and  
224 benefits of staff, as well as the associated expenses of the FWA space. Not later than  
225 April 1 of each year during the term of this Contract, the District shall provide FWA  
226 with an operational budget consistent with the per student building budgets for the other  
227 District middle schools. FWA shall then submit a plan for the expenditure of said funds  
228 showing the District its best estimate of proposed total expenditures for administering  
229 the Contract during the upcoming fiscal period of July 1 to June 30. Operational funds  
230 shall be available to FWA at the same time and in the same manner they are made  
231 available to other schools within the District.

232 The Charter School shall be eligible to receive IT services(computer rotations, repairs,  
233 student support services, library services, testing/assessment services and other  
234 professional development related to District initiatives ie. Balanced Literacy training  
235 services made available to the schools in the District, with the distribution of such  
236 resources to be determined in a manner consistent with the distribution of such  
237 resources to other programs in the District not part of FWA operational budget. FWA  
238 will be provided services and resources not funded by building budgets consistent with  
239 per student services and resources.

240 b. Purchases: Tangible materials/equipment purchased by FWA with grants or donor  
241 dollars will be the joint property of the charter school and the HASD and will be labeled  
242 as such. If said materials/equipment purchased become outdated or inoperable, it will be  
243 the FWA's responsibility to maintain and/or replace this material/equipment according  
244 to the district's specifications with its building budget, grants, or donations.

245 c. Personnel: FWA enrollments will not exceed 1:20. Therefore, an enrollment of 60  
246 students will require 3.0 FTE. Increases above 60 students would require additional  
247 space and staffing.

- 248 d. Administration: Administrative services will be provided in the same manner as other  
249 HASD schools, including but not limited to: accounting, bookkeeping, risk  
250 management, auditing, cash management, payroll, benefits, administrations, labor  
251 relations, enrollment pupil services, record keeping, and general testing of students.
- 252 e. Curriculum: Instruction resources to support the curriculum and school vision will be  
253 evaluated and selected based upon their capacity to address student learning outcomes.  
254 They may include and expand upon current District approved instructional materials. A  
255 quality curriculum at FWA will be sustained through HASD textbook  
256 replacement/adoption funds. Other expense incurred through the curriculum  
257 development process will be offset by alternate sources of funding, i.e. those not  
258 covered in technology upgrades or other curricular purchases.
- 259 f. Liability Insurance: As an instrumentality of the HASD, the FWA will fall under the  
260 umbrella of the HASD's liability insurance.
- 261 g. Co-curricular Activities: All FWA students may participate in Co-curricular activities  
262 available at the Partner School. These activities will be offset by current District  
263 allocations and other funding sources. FWA reserves the rights to create new co-  
264 curricular options for its students.
- 265 h. Food Services: Food service will be provided through the HASD's food service  
266 program assigned to the school's facility.
- 267 i. Pupil Services: Pupil services will be provided through HASD staff assigned to the  
268 school's facility.
- 269 j. Custodial Services: Custodial and maintenance services will be provided by the HASD  
270 at the school's facility.
- 271 k. Testing and Assessment: State and Federal testing and assessment that is administered  
272 by the HASD will be the same for FWA students as is for students at other HASD  
273 schools. Testing will occur at the FWA school site and necessary technology  
274 requirements required for assessment purposes will be provided by the HASD.
- 275 l. Health and Safety: FWA will follow all health and safety guidelines, policies and rules,  
276 established, now or in the future, by HASD. This will include, but is not limited to,  
277 staff development and training, conducting fire drills, severe weather shelter drills,  
278 development of a building security plan, and addressing cleanliness of the site and  
279 classrooms. FWA shall also comply with all Applicable Laws.
- 280 m. Grant Applications. The FWA shall comply with District procedures for the preparation  
281 and submission of grant applications and submit to the Office copies of any applications  
282 for grants made on behalf of the Charter School at the time the application is submitted  
283 to the funding authority.
- 284 n. Special Education Services. Special needs of students will be met according to the  
285 goals of their IEP. The HASD will provide needed special education services as  
286 appropriate.

287  
288

- 289 **14. Student Behavior and Discipline Model.**  
290 FWA will use positive behavior intervention strategies outlined by the PBIS framework of the  
291 Host School PBIS team. Suspensions of FWA students will be made by the Principal in  
292 collaboration with the FWA staff consistent with current District policies.  
293
- 294 **15. Public School Alternatives.** No student will be required to attend FWA. Students, who do not  
295 elect to attend FWA, may attend a school within the HASD in conformance with the enrollment  
296 policy of the HASD Board of Education.  
297
- 298 **16. Tuition.** FWA shall not charge any tuition. The FWA may assess reasonable pupil fees in  
299 accordance with District policies for activities such as field trips and extracurricular activities,  
300 which shall not exceed the actual cost to provide such activities. The FWA may not, however,  
301 prohibit an enrolled pupil from attending the Charter School, or expel or otherwise discipline  
302 such pupil, or withhold or reduce the pupil’s grades because the pupil has not paid fees  
303 permissibly charged under this section.  
304
- 305 **17. Audits.** The HASD usual and annual audit will include FWA. The scope of the annual audit  
306 will be determined by the HASD and conducted at the expense of the HASD. FWA will  
307 participate in all financial audits and comply with all audit procedures and requirements of the  
308 HASD audit team as contracted by the HASD Board of Education.  
309 In conformance with the “Governmental Accounting Standards Board Statement No. 39,”  
310 funds provided by or procured from FWA as an instrumentality and component unit of the  
311 HASD are subject to the HASD fiscal accounting procedures, including audits, and will be  
312 included in the HASD financial statements as determined by the HASD audit team as  
313 contracted by the HASD Board of Education.  
314
- 315 **18. School Facilities and Liability Insurance.**
- 316 a. Facilities. FWA is currently located at 220 Warner Street, Hortonville, Wisconsin. The  
317 HASD will ensure that the building(s) in which the Charter School program is located  
318 meet(s) all building codes and other building requirements for a public school facility.
- 319 b. Liability Insurance. The HASD shall insure all ordinary and reasonably foreseeable  
320 risks related to operation of FWA including liability, property, worker’s compensation,  
321 errors and omissions, and comprehensive coverage.  
322
- 323 **19. Indemnification and Limitation on Liability.**
- 324 a. Indemnification of District.
- 325 1) Subject to the limitations and immunities set forth in section 893.80 of the  
326 Wisconsin Statutes and all similar laws, to the extent applicable under law,  
327 FWA Governance Council agrees to indemnify, defend and hold HASD and its  
328 Board of Education, officers, administrators, agents and employees harmless



329 from and against, any and all liabilities, losses, costs, expenses (including,  
330 without limitation, reasonable actual attorneys' fees and expenses) and damages  
331 (collectively, "Losses") arising out of any "Indemnity Claim," which means any  
332 action, cause of action, suit, proceeding, claim, or demand of any third party  
333 that, if true, would establish:

- 334 a) Breach by FWA of any provision of this Agreement;
- 335 b) Failure by FWA Governance Council to comply with all applicable law,  
336 relating to this Agreement or operation of FWA, and state and/or federal  
337 laws concerning the establishment or operation of a charter school, or  
338 identification, admission, access, and/or evaluation of, and/or provision  
339 of services and/or accommodations to and/or prohibition of  
340 discrimination against students or employees with known or suspected  
341 disabilities or any other discrimination as prohibited by applicable law  
342 against students or employees; or
- 343 c) Any negligent or willful act or omission of FWA Governance Council,  
344 or its employees or agents in connection with the performance of the  
345 obligations of FWA Governance Council under this Agreement. The  
346 obligation of FWA Governance Council., to indemnify and hold  
347 harmless under this subsection 19 with respect to any Indemnity Claim  
348 will be reduced to the comparative extent, as established by a judgment  
349 entered in a court of competent jurisdiction after any appeals, that such  
350 Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in  
351 breach of this Agreement on the part of HASD or its Board of Education,  
352 officers, administrators, agents and employees. The obligations set forth  
353 in this subsection 19, survive the termination of this Agreement.

354  
355 b. Indemnification of the Fox West Academy Governance Council

- 356 1) Subject to the limitations and immunities set forth in section 893.80 of the  
357 Wisconsin Statutes and all similar laws, to the extent applicable under law,  
358 HASD agrees to indemnify, defend and hold the FWA Governance Council and  
359 its directors, officers, agents and employees harmless from and against, any and  
360 all liabilities, losses, costs, expenses (including, without limitation, actual  
361 reasonable attorneys' fees and expenses) and damages (collectively, "Losses")  
362 arising out of any "Indemnity Claim," which means any action, cause of action,  
363 suit, proceeding, claim, or demand of any third party that, if true, would  
364 establish:
  - 365 a) Breach by HASD of any provision of this Agreement; or
  - 366 b) Any negligent or willful act or omission of HASD, the HASD Board of  
367 Education or its employees or agents in connection with the performance  
368 of the obligations of HASD under this Agreement.

369 The obligation of HASD to indemnify and hold harmless under this subsection 19 with  
370 respect to any Indemnity Claim will be reduced to the comparative extent, as  
371 established by a judgment entered in a court of competent jurisdiction after any appeals,

372 that such Indemnity Claim arises out of acts of fraud, willful misconduct, or acts in  
373 breach of this Agreement on the part of the FWA Governance Council or its agents and  
374 employees. The obligations set forth in this section 19 survive the termination of this  
375 Agreement.

376 c. Indemnification Procedure. Any Party entitled to indemnification under this Section 19  
377 (each an “Indemnified Party”) agrees to give the Party required to indemnify such Party  
378 hereunder (each an “Indemnifying Party”) prompt written notice of any Indemnity  
379 Claim as to which it intends to request indemnification hereunder. The Indemnifying  
380 Party will have the right to direct, through counsel of its own choosing, the defense or  
381 settlement of any Indemnity Claim at its own expense. The Indemnified Party may  
382 participate in such defense at its own expense.

383 d. If the Indemnifying Party fails to defend or, if after commencing or undertaking any  
384 such defense, fails to prosecute or withdraws from such defense, the Indemnified Party  
385 will have the right to undertake the defense or settlement thereof, at the Indemnifying  
386 Party’s expense. If the Indemnified Party assumes the defense of any such Indemnity  
387 Claim pursuant to this section 19 and proposes to settle such Indemnity Claim prior to a  
388 final judgment thereon or to forego any appeal with respect thereto, then the  
389 Indemnified Party will give the Indemnifying Party prompt written notice thereof and  
390 the Indemnifying Party will have the right to participate in the settlement or assume or  
391 reassume the defense of such Indemnity Claim. Notwithstanding anything contained in  
392 this Section 19 to the contrary, the Indemnifying Party will not, without the prior  
393 written consent of the Indemnified Party (which consent will not be unreasonably  
394 withheld or delayed), agree to a settlement of any such Indemnity Claim.

395 e. Limitation of Indemnity by HASD. The obligation of HASD to indemnify FWA is  
396 limited by the provisions of 893.80 of the Wisconsin Statutes to the full extent such  
397 statute affords limitation or immunities to HASD, HASD not intending to waive any  
398 such provisions.

399

400 **20. Non-Sectarian Status.** FWA shall be non-sectarian in its programs, admissions, policies,  
401 employment practices and all other operations.

402

403 **21. Term, Renewal and Termination of this Contract.**

404 a. Term. Consistent with the provisions of §118.40(3)(b), Wis. Stats., the term of this  
405 Contract (“Term”) shall be for five (5) years commencing on the first day of the 2016-  
406 2017 school year, and shall expire at midnight, on June 30, 2021, unless terminated or  
407 extended pursuant to the terms hereof.

408 b. Renewal. Pursuant to §118.40(3)(b), Wis. Stats., upon expiration of the initial Term,  
409 the HASD Board of Education and FWA may mutually agree to renew this Contract  
410 for such additional terms for up to five (5) years each as the Boards of the HASD and  
411 FWA deem appropriate.

412 c. Termination by Board of Education. This Contract may be terminated by the HASD  
413 Board of Education if it finds that:

- 414 (1) FWA has insufficient enrollment to successfully operate a charter school;  
415 (2) FWA has violated this Contract;  
416 (3) If FWA fails to comply with generally accepted accounting principles and  
417 standards of fiscal management;  
418 (4) If the students of FWA have not shown sufficient academic progress as  
419 determined by state and local measures as indicated in Section 6;  
420 (5) If students enrolled in FWA have failed to make sufficient progress toward  
421 attaining the educational goals of their curriculum. If an extension of time to  
422 attain such goals is requested by the FWA Governance Board and/or  
423 Administration in writing, such request shall include a written plan acceptable to  
424 the HASD. This plan will set out the additional steps FWA will take to attain  
425 such educational goals within a reasonable timeframe. If the HASD Board  
426 accepts the written plan, or a modified plan, FWA shall be allowed a reasonable  
427 time in which to correct the progress deficiencies;  
428 (6) The FWA Governance Council, Council Members, employees, or agents  
429 provide the HASD Board of Education false or intentionally misleading  
430 information or documentation in the performance of this Contract;  
431 (7) FWA has failed materially to comply with Applicable Law;  
432 (8) Any director, members, employee, or agent of FWA has knowingly violated any  
433 statute, ordinance or Board policy with respect to the operation of the Charter  
434 School;  
435 (9) FWA knowingly violates Section 118.40 of the Wisconsin Statutes governing  
436 charter schools;  
437 (10) FWA defaults materially in any of the terms, conditions, promises or  
438 representations contained in or incorporated into this Contract.
- 439 d. Notice. Written notice of such termination shall be provided to the FWA via certified or  
440 registered mail, return receipt requested, and shall include the stated reasons for the  
441 termination and its effective date. The HASD will issue a provisional notice of  
442 termination on or before July 1 to be effective the subsequent July 1. During the  
443 interim school year, the HASD may require that FWA undertake corrective and  
444 remedial actions identified by the HASD. Termination of this Contract may be  
445 suspended by HASD upon compliance by FWA with the corrective and remedial  
446 measures identified by the HASD. Unless otherwise suspended, the provisional notice  
447 of termination will be effective on the date set forth in the provisional notice. In the  
448 event of termination, materials and equipment purchased with HASD funds of any  
449 character will remain the property of HASD. Funds raised by non-school groups  
450 through fundraising activities and directed to individual schools or school organizations,  
451 shall be considered gifts to the district and all gifts and bequests shall become property  
452 of the school district.
- 453 e. Emergency Termination or Suspension. If the HASD Board of Education determines  
454 that any of the causes for termination set forth in Section c., above, have occurred and  
455 HASD reasonably determines that the health or safety of the students of FWA is put at

456 actual risk thereby, the HASD Board of Education shall provide FWA written notice of  
457 such cause for termination and, upon delivering such notice, (i) may either terminate  
458 this Contract immediately or (ii) may exercise superintending control of FWA pending  
459 further action.

460 f. Termination by the Fox West Academy Governance Council. This Contract may be  
461 terminated by FWA Governance Board if FWA finds that any of the following have  
462 occurred:

- 463 (1) FWA has insufficient enrollment to successfully operate a public school;
- 464 (2) HASD willfully provides FWA false or intentionally misleading information or  
465 documentation in the performance of this Contract, or
- 466 (3) HASD defaults materially in any of the terms, conditions, promises or  
467 representations contained in or incorporated into this Contract.

468 FWA shall provide notice of termination effective June 30 of any year upon written  
469 notice to the Board of Education prior to February 31. When FWA asserts a material  
470 default on the part of the HASD, FWA will provide written notice of the specific  
471 material default asserted and afford the HASD 60 calendar days in which to cure the  
472 asserted material default.

473 g. Final Accounting. Upon termination of this Contract, FWA shall assist the HASD  
474 Board of Education in conducting a final accounting of FWA by making available to the  
475 HASD Board of Education all books and records that have been reviewed in preparing  
476 FWA annual audits and statements under Section 17 of this Contract.

477 h. Equipment Disposition. FWA will respond to requests from the HASD Board of  
478 Education and Department of Public Instruction for inventory of equipment purchased  
479 with state or federal funds, including federal charter school funds, and the disposition of  
480 any individual item of equipment worth \$300 or more.

481

482 **22. Autonomy.**

483 a. FWA will be exempt from all state educational laws and policies to which it is entitled to  
484 exemption in the Wisconsin State Charter School law (Wisconsin Statute §118.40).

485 b. Particularly, the Fox West Academy and the FWA Governance Council will have  
486 autonomy related to:

- 487 1) District Policy 2210 – Curriculum Development/Approval/Evaluation Process

488

489 **23. Transportation.** The District will not provide transportation to FWA students from outside the  
490 district. When the charter is part of a HASD campus that has daily bus service, in-district  
491 students may ride their assigned bus to FWA. FWA will be able to use District transportation  
492 in a manner consistent with other schools and programs in the District

493

494

495 **24. Notices.** Whenever this Contract provides that notice must or may be given or that information  
496 must or may be provided, notice and information shall be provided in the following manner.

497 To HASD: Board President  
498 c/o Hortonville Area School District  
499 246 North Olk St.  
500 P.O. Box 70  
501 Hortonville, WI 54944  
502

503 With a copy to: Superintendent of Schools  
504 c/o Hortonville Area School District  
505 246 North Olk St.  
506 P.O. Box 70  
507 Hortonville, WI 54944  
508

509 To FWA Governance Council: Council President  
510 Fox West Academy  
511 220 Warner Street  
512 Hortonville, WI 54944  
513

514 With a copy to: Principal  
515 Fox River Academy  
516 220 Warner Street  
517 Hortonville, WI 54944  
518

519 Notice hereunder shall be effective if made by hand delivery or by United States Mail, postage  
520 prepaid, certified with return receipt requested. Notices shall be effective (i) when actually  
521 received by the addressee, if made by hand delivery, or (ii) 2 days after delivering the pertinent  
522 notice to the control of the United States Postal Service, if made by certified mail with return  
523 receipt requested.  
524

525 **25. HASD and Charter School Liability.** The parties agree that the establishment of FWA shall  
526 have no effect on the liability of HASD other than those obligations specifically undertaken by  
527 HASD under this Contract. The parties agree that the establishment of FWA shall have no  
528 effect on the liability of FWA other than those obligations specifically undertaken by FWA  
529 under this Contract.  
530

531 **26. Miscellaneous.**

532 a. Governing Law. This Contract shall be governed by, and construed and interpreted  
533 under the laws of the State of Wisconsin.

534 b. Application of Statutes. If, after the effective date of this Contract, there is a change in  
535 applicable law which alters or amends the responsibilities or obligations of any of the  
536 parties to this Contract, this Contract shall be altered or amended by the parties to  
537 conform to the change in existing law as of the effective date of such change.

- 538 c. Entire Agreement. This Contract sets forth the entire agreement between the parties  
539 with respect to the subject matter of this Contract. All prior applications, agreements or  
540 contracts, representations, statements, negotiations, understandings and undertakings  
541 are superseded by this Contract.
- 542 d. Severability. If any provision of this Contract is held to be invalid or unenforceable, it  
543 shall be ineffective only to the extent of the invalidity, without affecting or impairing  
544 the validity and enforceability of the remainder of the provisions of this Contract. If  
545 any provision of this Contract shall be or be determined to be in violation of any  
546 federal, state or local law, such provision shall be considered null and void, and all other  
547 provisions shall remain in full force and effect.
- 548 e. Modifications. No modification to this Contract shall be effective unless the same is in  
549 writing and signed by authorized representatives of both parties. During any year of  
550 this Contract, either party may request to amend a provision of this Agreement. A  
551 request for amendment will be presented in writing before March 30 of each year and  
552 identify the terms of the proposed amendment. Thereafter, the parties will promptly  
553 meet and confer in good faith with respect to the proposed amendment. Neither party  
554 shall be obligated to accept any request for amendment. Any amendment which is  
555 agreed upon will be effective July 1 or on such other date as the parties may agree.
- 556 f. Assignment. This Contract is not assignable.
- 557 g. Counterparts: Signature by Facsimile. This Contract may be signed in counterparts,  
558 which shall together constitute the signed original Contract. A signature delivered by  
559 facsimile or electronic mail shall be considered an original for purpose of this Contract.

560

561 **IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by their duly  
562 authorized representatives as of the date written below. Through their signatures the representatives of  
563 the parties confirm that they have full authority to execute this Contract.

564 HORTONVILLE AREA SCHOOL DISTRICT:

565 By: \_\_\_\_\_

566 Paul Thome  
567 President, Board of Education

568 Date: \_\_\_\_\_

569

570 ATTEST:

571 \_\_\_\_\_

572 Willard Griesbach  
573 Board of Education Clerk

574 Date: \_\_\_\_\_

575

576 Fox West Academy

577 By: \_\_\_\_\_

578 Lorie Claybaugh  
579 Governance Council President

580 Date: \_\_\_\_\_

581

582 ATTEST:

583 \_\_\_\_\_

584 Susie Lamers  
585 Governance Council Secretary

586 Date: \_\_\_\_\_

587